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Plaintiff Riverdeep, LLC

UNITED STATES DISTRICT COURT

NORTHERN DISTRICT OF CALIFORNIA

CADSOFT CORPORATION, a foreign corporation,	Case No.: C06-4255 SC
Plaintiff,	STIPULATION AND (~~PROPOSED~~) ORDER VACATING TRIAL DATE TO ALLOW SETTLEMENT TO BE FINALIZED
vs.	
RIVERDEEP, LLC, a Delaware Limited Liability Company,	
Defendant.	
	Hon: Samuel Conti
RIVERDEEP, INC., LLC, a Delaware Limited Liability Company,	
Third-Party Plaintiff,	
vs.	
Punch Software, LLC, a Delaware corporation,	
Third-Party Defendant.	

The parties, by and through their respective counsel of record, stipulate as follows:

1.   Trial of this matter is currently set for February 19, 2008 at 9:30 a.m.   On January 22, 2008, the parties agreed to settle the case and executed a binding term sheet setting forth the essential terms of the settlement. The term sheet contemplated the execution of a long form settlement agreement.

2.   The parties have since exchanged several versions of the settlement agreement and, with the exception of a single provision relating to the timing of a payment and timing of the trial date, have finalized the agreement. However, due to Riverdeep's internal accounting requirement of a signed Settlement Agreement to issue a payment and the length of time required to process a payment upon receipt of a signed agreement, not all of the settlement payments can be made ahead of the trial date.

3.   The parties sought the court's advice on how to proceed. Per the instructions of the court clerk, the parties were to submit a stipulation and proposed order vacating the trial date and indicating a date by which a stipulation for dismissal would be filed. Accordingly, the parties stipulate and agree that the trial date should be vacated, and that the parties will submit a stipulation for dismissal by February 29, 2008.

 Dated: February 12, 2008   BUSINESS LITIGATION ASSOCIATES, P.C.

                                   /s/_____
                                   Irwin B. Schwartz
                                   John V. Komar
                                   Attorneys for Defendant/Third Party Plaintiff
                                   Riverdeep Inc., LLC

Dated: February 12, 2008   SHEPPARD, MULLIN, RICHTER & HAMPTON LLP

                                   /s/_____
                                   P. Craig Cardon

                                   Attorneys for Plaintiff Cadsoft Corporation

Dated: February 12, 2008   SHARTSIS FRIESE LLP

                              /s/

                              Amy L. Hespenheide
                              Mary Jo Shartsis

                              Attorneys for Third-Party Defendant Punch Software, LLC

I, John V. Komar, attest that P. Craig Cardon, counsel for Plaintiff Cadsoft Corporation and Amy L. Hespenheide, counsel for Third-Party Defendant Punch Software, LLC have concurred in the filing of this document.

So Ordered: February 14, 2007

United States

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA
IT IS SO ORDERED
Judge Samuel Conti

Stipulation and (Proposed) Order   3   C06 4255 SC